

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

JEAN GONZALES,
Plaintiff,
v.
ALLSTATE INSURANCE COMPANY,
Defendant.

Case No. 2:24-cv-1033-KJM-CSK

ORDER GRANTING STIPULATED
PROTECTIVE ORDER

(ECF No. 8)

The Court has reviewed the parties' stipulated protective order below (ECF No. 8), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification.

The Court’s Local Rules indicate that once an action is closed, it “will not retain jurisdiction over enforcement of the terms of any protective order filed in that action.” L.R. 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at *2 (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

Dated: August 27, 2024

Chi Soo Kim
CHI SOO KIM
UNITED STATES MAGISTRATE JUDGE

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16 **UNITED STATES DISTRICT COURT**
17 **EASTERN DISTRICT OF CALIFORNIA**

18 JEAN GONZALES,
19 v.
20 ALLSTATE INSURANCE
COMPANY,
Defendant.

Case No.: 2:24-CV-01033-KJM-CSK

**STIPULATED PROTECTIVE ORDER
AND [PROPOSED] ORDER**

21 The Parties to this action, through their respective counsel, hereby stipulate
22 to, and request that the Court enter, the following Protective Order.

23 **1. PURPOSES AND LIMITATION**

24 Disclosure and discovery activity in this action are likely to involve
25 production of confidential, proprietary, or private information for which special
26 protection from public disclosure and from use for any purpose other than
27 prosecuting this litigation may be warranted. Accordingly, the parties hereby
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1 stipulate to and petition the court to enter the following Stipulated Protective Order.
2 The parties acknowledge that this Order does not confer blanket protections on all
3 disclosures or responses to discovery and that the protection it affords from public
4 disclosure and use extends only to the limited information or items that are entitled
5 to confidential treatment under the applicable legal principles. The parties further
6 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
7 Order does not entitle them to file confidential information under seal; Civil Local
8 Rule 141 sets forth the procedures that must be followed and the standards that will
9 be applied when a party seeks permission from the court to file material under seal.
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11 This action is likely to involve trade secrets, customer and pricing lists and
12 other valuable research, development, commercial, financial, technical and/or
13 proprietary information for which special protection from public disclosure and
14 from use for any purpose other than prosecution of this action is warranted. Such
15 confidential and proprietary materials and information consist of, among other
16 things, confidential business or financial information, information regarding
17 confidential business practices, or other confidential research, development, or
18 commercial information (including information implicating privacy rights of third
19 parties), information otherwise generally unavailable to the public, or which may be
20 privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law. Accordingly, to expedite the
22 flow of information, to facilitate the prompt resolution of disputes over
23 confidentiality of discovery materials, to adequately protect information the parties
24 are entitled to keep confidential, to ensure that the parties are permitted reasonable
25 necessary uses of such material in preparation for and in the conduct of trial, to
26 address their handling at the end of the litigation, and serve the ends of justice, a
27 protective order for such information is justified in this matter. It is the intent of the
28 parties that information will not be designated as confidential for tactical reasons

1 and that nothing be so designated without a good faith belief that it has been
2 maintained in a confidential, non-public manner, and there is good cause why it
3 should not be part of the public record of this case.

4 **2. DEFINITIONS**

5 2.1 Challenging Party: a Party or Non-Party that challenges the designation
6 of information or items under this Order.

7 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c).

10 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 2.4 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY”

16 2.5 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this action.

23 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 Information or Items: extremely sensitive “Confidential Information or Items,”
25 disclosure of which to another Party or Non-Party would create a substantial risk of
26 serious harm that could not be avoided by less restrictive means.

1 2.8 House Counsel: attorneys who are employees of a party to this action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a party
7 to this action but are retained to represent or advise a party to this action and have
8 appeared in this action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party.

10 2.11 Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL
21 ATTORNEYS’ EYES ONLY.”

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
23 from a Producing Party.

24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.
4 However, the protections conferred by this Stipulation and Order do not cover the
5 following information: (a) any information that is in the public domain at the time
6 of disclosure to a Receiving Party or becomes part of the public domain after its
7 disclosure to a Receiving Party as a result of publication not involving a violation of
8 this Order, including becoming part of the public record through trial or otherwise;
9 and (b) any information known to the Receiving Party prior to the disclosure or
10 obtained by the Receiving Party after the disclosure from a source who obtained the
11 information lawfully and under no obligation of confidentiality to the Designating
12 Party. Any use of Protected Material at trial shall be governed by a separate
13 agreement or order.

14 **4. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
19 or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. To the extent it is practical to do so, the
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1 Designating Party must designate for protection only those parts of material,
2 documents, items, or oral or written communications that qualify – so that other
3 portions of the material, documents, items, or communications for which protection
4 is not warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber or retard the case development process or
8 to impose unnecessary expenses and burdens on other parties) expose the
9 Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection at all or do not qualify for the
12 level of protection initially asserted, that Designating Party must promptly notify all
13 other parties that it is withdrawing the mistaken designation.

14 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery. Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that
22 the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains
24 protected material. If only a portion or portions of the material on a page qualifies
25 for protection, the Producing Party also must clearly identify the protected portion(s)
26 (e.g., by making appropriate markings in the margins) and must specify, for each
27 portion, the level of protection being asserted.

1 A Party or Non-Party that makes original documents or materials available for
2 inspection need not designate them for protection until after the inspecting Party has
3 indicated which material it would like copied and produced. During the inspection
4 and before the designation, all of the material made available for inspection shall be
5 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
6 inspecting Party has identified the documents it wants copied and produced, the
7 Producing Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents, the
9 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
11 contains Protected Material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
14 for each portion, the level of protection being asserted.

15 (b) for testimony given in deposition or in other pretrial or trial proceedings,
16 that the Designating Party identify on the record, before the close of the deposition,
17 hearing, or other proceeding, all protected testimony and specify the level of
18 protection being asserted. When it is impractical to identify separately each portion
19 of testimony that is entitled to protection and it appears that substantial portions of
20 the testimony may qualify for protection, the Designating Party may invoke on the
21 record (before the deposition, hearing, or other proceeding is concluded) a right to
22 have up to 21 days to identify the specific portions of the testimony as to which
23 protection is sought and to specify the level of protection being asserted. Only those
24 portions of the testimony that are appropriately designated for protection within the
25 21 days shall be covered by the provisions of this Stipulated Protective Order.
26 Alternatively, a Designating Party may specify, at the deposition or up to 21 days
27 afterwards if that period is properly invoked, that the entire transcript shall be treated
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1 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
2 ONLY."

3 Transcripts containing Protected Material shall contain a notice on the title
4 page that the transcript contains Protected Material. The title page shall be followed
5 by a list of all pages (including line numbers as appropriate) that have been
6 designated as Protected Material and the level of protection being asserted by the
7 Designating Party. The Designating Party shall be responsible for informing the
8 court reporter of these requirements.

9 (c) for information produced in some form other than documentary and for
10 any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the container or containers in which the information or item is stored the
12 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
13 EYES ONLY". If only a portion or portions of the information or item warrant
14 protection, the Producing Party, to the extent practicable, shall identify the protected
15 portion(s) and specify the level of protection being asserted.

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the Designating Party's right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time. Unless a prompt challenge to a
26 Designating Party's confidentiality designation is necessary to avoid foreseeable,
27 substantial unfairness, unnecessary economic burdens, or a significant disruption or
28 delay of the litigation, a Party does not waive its right to challenge a confidentiality

1 designation by electing not to mount a challenge promptly after the original
2 designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process by providing written notice of each designation it is challenging
5 and describing the basis for each challenge. To avoid ambiguity as to whether a
6 challenge has been made, the written notice must recite that the challenge to
7 confidentiality is being made in accordance with this specific paragraph of the
8 Protective Order. The parties shall attempt to resolve each challenge in good faith
9 and must begin the process by conferring directly (in voice-to-voice dialogue; other
10 forms of communication are not sufficient) within 14 days of the date of service of
11 notice. In conferring, the Challenging Party must explain the basis for its belief that
12 the confidentiality designation was not proper and must give the Designating Party
13 an opportunity to review the designated material, to reconsider the circumstances,
14 and, if no change in designation is offered, to explain the basis for the chosen
15 designation. A Challenging Party may proceed to the next stage of the challenge
16 process only if it has engaged in this meet and confer process first or establishes that
17 the Designating Party is unwilling to participate in the meet and confer process in a
18 timely manner.

19 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
20 court intervention, the Designating Party shall file and serve a motion to retain
21 confidentiality under Civil Local Rule 141.1(d) (and in compliance with Civil Local
22 Rule 141.1(e), if applicable) within 21 days of the initial notice of challenge or
23 within 14 days of the parties agreeing that the meet and confer process will not
24 resolve their dispute, whichever is earlier. Each such motion must be accompanied
25 by a competent declaration affirming that the movant has complied with the meet
26 and confer requirements imposed in the preceding paragraph. Failure by the
27 Designating Party to make such a motion including the required declaration within
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1 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
2 designation for each challenged designation. In addition, the Challenging Party may
3 file a motion challenging a confidentiality designation at any time if there is good
4 cause for doing so, including a challenge to the designation of a deposition transcript
5 or any portions thereof. Any motion brought pursuant to this provision must be
6 accompanied by a competent declaration affirming that the movant has complied
7 with the meet and confer requirements imposed by the preceding paragraph.

8 The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Frivolous challenges and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 the confidentiality designation by failing to file a motion to retain confidentiality as
13 described above, all parties shall continue to afford the material in question the level
14 of protection to which it is entitled under the Producing Party's designation until the
15 court rules on the challenge.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this
19 case only for prosecuting, defending, or attempting to settle this litigation. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Order. When the litigation has been terminated, a
22 Receiving Party must comply with the provisions of section 13 below (FINAL
23 DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.
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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to
7 disclose the information for this litigation and who have signed the
8 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
9 A;

10 (b) the officers, directors, and employees (including House Counsel) of the
11 Receiving Party to whom disclosure is reasonably necessary for this litigation and
12 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, and
18 Professional Vendors to whom disclosure is reasonably necessary for this litigation
19 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
20 A);

21 (f) during their depositions, witnesses in the action to whom disclosure is
22 reasonably necessary and who have signed the “Acknowledgment and Agreement
23 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
24 ordered by the court. Pages of transcribed deposition testimony or exhibits to
25 depositions that reveal Protected Material must be separately bound by the court
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1 reporter and may not be disclosed to anyone except as permitted under this Stipulated
2 Protective Order.

3 (g) the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
7 writing by the Designating Party, a Receiving Party may disclose any information
8 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
9 only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to
12 disclose the information for this litigation and who have signed the
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
14 A;

15 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
16 necessary for this litigation, (2) who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
18 in paragraph 7.4(a)(2), below, have been followed;

19 (c) the Court and its personnel;

20 (d) court reporters and their staff, professional jury or trial consultants, and
21 Professional Vendors to whom disclosure is reasonably necessary for this litigation
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
23 A); and

24 (e) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION.**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification shall include a copy of
12 this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or order
19 issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material – and nothing in these provisions should be
22 construed as authorizing or encouraging a Receiving Party in this action to disobey
23 a lawful directive from another court.

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a

1 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by
3 Non-Parties in connection with this litigation is protected by the remedies and relief
4 provided by this Order. Nothing in these provisions should be construed as
5 prohibiting a Non-Party from seeking additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to
7 produce a Non-Party’s confidential information in its possession, and the Party is
8 subject to an agreement with the Non-Party not to produce the Non-Party’s
9 confidential information, then the Party shall:

- 10 1. promptly notify in writing the Requesting Party and the Non-Party that some
11 or all of the information requested is subject to a confidentiality agreement with a
12 Non-Party;
- 13 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order
14 in this litigation, the relevant discovery request(s), and a reasonably specific
15 description of the information requested; and
- 16 3. make the information requested available for inspection by the Non-Party.

18 (c) If the Non-Party fails to object or seek a protective order from this court
19 within 14 days of receiving the notice and accompanying information, the Receiving
20 Party may produce the Non-Party’s confidential information responsive to the
21 discovery request. If the Non-Party timely seeks a protective order, the Receiving
22 Party shall not produce any information in its possession or control that is subject to
23 the confidentiality agreement with the Non-Party before a determination by the
24 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
25 expense of seeking protection in this court of its Protected Material.

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1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
7 or persons to whom unauthorized disclosures were made of all the terms of this
8 Order, and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted
21 to the court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
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1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. Without written permission from the
5 Designating Party or a court order secured after appropriate notice to all interested
6 persons, a Party may not file in the public record in this action any Protected
7 Material. A Party that seeks to file under seal any Protected Material must comply
8 with Civil Local Rule 141. Protected Material may only be filed under seal pursuant
9 to a court order authorizing the sealing of the specific Protected Material at issue.
10 Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request
11 establishing that the Protected Material at issue is privileged, protectable as a trade
12 secret, or otherwise entitled to protection under the law. If a Receiving Party's
13 request to file Protected Material under seal pursuant to Civil Local Rule 141 is
14 denied by the court, then the Receiving Party may file the Protected Material in the
15 public record pursuant to Civil Local Rule 141 unless otherwise instructed by the
16 court.

17 **13. FINAL DISPOSITION**

18 Within 60 days after the final disposition of this action, as defined in
19 paragraph 4, each Receiving Party must return all Protected Material to the
20 Producing Party or destroy such material. As used in this subdivision, "all Protected
21 Material" includes all copies, abstracts, compilations, summaries, and any other
22 format reproducing or capturing any of the Protected Material. Whether the
23 Protected Material is returned or destroyed, the Receiving Party must submit a
24 written certification to the Producing Party (and, if not the same person or entity, to
25 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
26 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
27 that the Receiving Party has not retained any copies, abstracts, compilations,
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1 summaries or any other format reproducing or capturing any of the Protected
2 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
3 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
4 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
5 work product, and consultant and expert work product, even if such materials contain
6 Protected Material. Any such archival copies that contain or constitute Protected
7 Material remain subject to this Protective Order as set forth in Section 4
8 (DURATION).

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10
11 **WILLIAM J. BROWN, III ESQ**

12
13 */s/ William J. Brown III (w/permission)*
14 William J. Brown III, Esq.
15 *Attorneys for Plaintiff*

16 **RESNICK & LOUIS, P.C.**

17 
18 Elisabeth E. Martini, Esq.
19 *Attorneys for Defendant*

1 **EXHIBIT A - ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

2 I, _____ [print or type full name], of
3 _____ [print or type full address], declare under penalty of perjury that I
4 have read in its entirety and understand the Stipulated Protective Order that was issued by
5 the United States District Court for the Eastern District of California on _____ [date] in
6 the case of *Jean Gonzales v. Allstate Insurance Co.*; Case No: 52:24-CV-01033-KJM-
7 CSK, pending in the United States District Court for the Eastern District of California. I
8 agree to comply with and to be bound by all the terms of this Stipulated Protective Order
9 and I understand and acknowledge that failure to so comply could expose me to sanctions
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose in
11 any manner any information or item that is subject to this Stipulated Protective Order to
12 any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for
14 the Eastern District of California for the purpose of enforcing the terms of this Stipulated
15 Protective Order, even if such enforcement proceedings occur after termination of this
16 action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action or any
20 proceedings related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____

24 Signature: _____

25 [signature]

CERTIFICATE OF SERVICE

I, Teresa Schreiber, hereby certify and declare as follows:

1. I am over the age of 18 years and not a party to this action.
 2. My business address is 9891 Irvine Center Drive, Suite 200, Irvine, 92618.

3. On August 21, 2024, I electronically filed the foregoing with the Clerk of the Court for the United States District Court, Northern, by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed August 21st, 2024, at Irvine, California.

By: Teresa Schreiber
Teresa Schreiber
An Employee of Resnick & Louis, P.C.